

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS**

ALICIA M. PAGE, CARMEL COOPER, and  
CINDY MUNIZ, individually, and on behalf of  
all others similarly situated,

Plaintiffs,

vs.

ALLIANT CREDIT UNION, and DOES 1-  
100,

Defendants.

Case No.: 1:19-cv-05965

Hon. Sharon Johnson Coleman

**PLAINTIFFS' REQUEST FOR JUDICIAL NOTICE**

TO THE COURT AND ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

Pursuant to Federal Rules of Evidence, Rule 201(b)(2), Plaintiff Alicia M. Page hereby respectfully requests that the Court take judicial notice of the following exhibits which constitute publicly available documents obtained from the public domain, and are submitted in response to the documents outside of the Complaint that Defendant has attempted to supplement the record with in support of its motion to dismiss. Plaintiff submits that, alternatively, the Court should take judicial notice of the following exhibits in the event that the Court converts Defendant's motion to dismiss under Rule 12(b)(6) into a motion for summary judgment under Rule 56. Finally, Plaintiff will be prepared to amend her complaint to expressly allege and incorporate the language included in the following exhibits:

**Exhibit 1:** A true and correct copy of Air Academy Federal Credit Union's Fee Schedule. (*See* Declaration of Richard D. McCune ("McCune Decl."), ¶ 3, Ex. 1.) Judicial notice is appropriate because the accuracy of this document may be readily determined from sources whose accuracy cannot be reasonably questioned, as they are published on, and were retrieved from, Air Academy Federal Credit Union's own website at: <https://www.aafcu.com/fees.html>, last viewed on January 28, 2020.

**Exhibit 2:** A true and correct copy of Alpena Alcona Area Credit Union's Free & Fee Disclosure. (*See* McCune Decl., ¶ 4, Ex. 2.) Judicial notice is appropriate because the accuracy of this document may be readily determined from sources whose accuracy cannot be reasonably questioned, as they are published on, and were retrieved from, Alpena Alcona Area Credit Union's own website at: <http://www.aaacu.com/files/alpena18/1/file/Fee%20Schedule%202019.pdf>, last viewed on January 28, 2020.

**Exhibit 3:** A true and correct copy of American Heritage Credit Union's Schedule of Fees and Charges. (*See* McCune Decl., ¶ 5, Ex. 3.) Judicial notice is appropriate because the accuracy of this document may be readily determined from sources whose accuracy cannot be reasonably questioned, as they are published on, and were retrieved from, American Heritage Credit Union's own website at: [https://www.americanheritagecu.org/docs/default-source/default-document-library/pdfs/disclosures-fees/fees/schedule-of-fees-8\\_15\\_18.pdf?sfvrsn=2d3f4f15\\_14](https://www.americanheritagecu.org/docs/default-source/default-document-library/pdfs/disclosures-fees/fees/schedule-of-fees-8_15_18.pdf?sfvrsn=2d3f4f15_14), last viewed on January 28, 2020.

**Exhibit 4:** A true and correct copy of Azalea City Credit Union's Fee Schedule. (*See* McCune Decl., ¶ 6, Ex. 4.) Judicial notice is appropriate because the accuracy of this document may be readily determined from sources whose accuracy cannot be reasonably questioned, as

they are published on, and were retrieved from, Azalea City Credit Union's own website at: <https://www.azaleacitycu.com/index.php/resources/fee-schedule>, last viewed on January 28, 2020.

**Exhibit 5:** A true and correct copy of Columbia Credit Union's Personal Fee Schedule. (*See* McCune Decl., ¶ 7, Ex. 5.) Judicial notice is appropriate because the accuracy of this document may be readily determined from sources whose accuracy cannot be reasonably questioned, as they are published on, and were retrieved from, Columbia Credit Union's own website at: [https://www.columbiacu.org/wp-content/uploads/Personal\\_Fee\\_Schedule.pdf](https://www.columbiacu.org/wp-content/uploads/Personal_Fee_Schedule.pdf), last viewed on January 28, 2020.

**Exhibit 6:** A true and correct copy of Elevations Credit Union's Membership and Account Agreement. (*See* McCune Decl., ¶ 10, Ex. 6.) Judicial notice is appropriate because the accuracy of this document may be readily determined from sources whose accuracy cannot be reasonably questioned, as they are published on, and were retrieved from, Elevations Credit Union's own website at: <https://www.elevationscu.com/disclosures>, last viewed on January 28, 2020.

**Exhibit 7:** A true and correct copy of excerpts Wings Financial Credit Union's Account Agreement and Disclosure. (*See* McCune Decl., ¶ 11, Ex. 7.) Judicial notice is appropriate because the accuracy of this document may be readily determined from sources whose accuracy cannot be reasonably questioned, as they are published on, and were retrieved from, Wings Financial Credit Union's own website at: [https://www.wingsfinancial.com/WingsFinancial/media/PDFs/Acct\\_Agreement\\_Disc.pdf](https://www.wingsfinancial.com/WingsFinancial/media/PDFs/Acct_Agreement_Disc.pdf), last viewed on January 28, 2020.

**Exhibit 8:** A true and correct copy of excerpts of First Citizens Bank's Deposit Account Agreement. (*See* McCune Decl., ¶ 12, Ex. 8.) Judicial notice is appropriate because the accuracy of the document may be readily determined from sources whose accuracy cannot be reasonably questioned, as they are published on, and were retrieved from First Citizens Bank's own website: <https://www.firstcitizens.com/personal/banking/deposit-agreement>, last viewed on January 28, 2020.

**Exhibit 9:** A true and correct copy of excerpts of First Hawaiian Bank's Terms and Conditions. (*See* McCune Decl., ¶ 13, Ex. 9.) Judicial notice is appropriate because the accuracy of the documents may be readily determined from sources whose accuracy cannot be reasonably questioned, as they are published on, and were retrieved from First Hawaiian Bank's own website at: [https://www.fhb.com/en/assets/File/Home\\_Banking/FHB\\_Online/Terms\\_and\\_Conditions\\_of\\_FHB\\_Online\\_Services\\_RXP1.pdf](https://www.fhb.com/en/assets/File/Home_Banking/FHB_Online/Terms_and_Conditions_of_FHB_Online_Services_RXP1.pdf), last viewed on January 28, 2020.

**Exhibit 10:** A true and correct copy of excerpts of Navy Federal Credit Union's Overdraft Protection Service (OOPS) Disclosure. (*See* McCune Decl., ¶ 15, Ex. 10.) Judicial notice is appropriate because 1) the disclosure is expressly referenced in paragraph 44 of the Complaint, (*Id.*, ¶ 14); and 2) because the accuracy of the documents may be readily determined from sources whose accuracy cannot be reasonably questioned, as they are published on, and were retrieved from Navy Federal Credit Union's own website at: [https://www.navyfederal.org/pdf/applications-forms/NFCU\\_657.pdf](https://www.navyfederal.org/pdf/applications-forms/NFCU_657.pdf) last viewed on January 28, 2020.

**Exhibit 11:** A true and correct copy of excerpts of Golden 1 Credit Union's Disclosure of Account Information. (*See* McCune Decl., ¶ 16, Ex. 11.) Judicial notice is appropriate

because 1) the account agreement is expressly referenced in paragraph 44 of the Complaint, (*Id.*, ¶ 14); and 2) because the accuracy of the documents may be readily determined from sources whose accuracy cannot be reasonably questioned, as they are published on, and were retrieved from Golden 1Credit Union's own website at: <https://www.golden1.com/pdf/c-36.pdf>, last viewed on January 28, 2020.

**Exhibit 12:** A true and correct copy of excerpts of Suncoast Credit Union's Account Agreement and Disclosures. (*See* McCune Decl., ¶ 17, Ex. 12.) Judicial notice is appropriate because 1) the Account Agreement and Disclosures is expressly referenced in paragraph 44 of the Complaint, (*Id.*, ¶ 14); and 2) because the accuracy of the documents may be readily determined from sources whose accuracy cannot be reasonably questioned, as they are published on, and were retrieved from Suncoast Credit Union's own website at: <https://www.suncoastcreditunion.com/about-us/forms>, last viewed on January 28, 2020.

**Exhibit 13:** A true and correct copy of excerpts of San Diego County Credit Union's Account Disclosures. (*See* McCune Decl., ¶ 18, Ex. 13.) Judicial notice is appropriate because 1) the account agreement is expressly referenced in paragraph 44 of the Complaint, (*Id.*, ¶ 14); and 2) because the accuracy of the documents may be readily determined from sources whose accuracy cannot be reasonably questioned, as they are published on, and were retrieved from San Diego County Credit Union's own website at <https://www.sdccu.com/pdfs/account-disclosures/account-disclosure/>, last viewed on January 28, 2020.

**Exhibit 14:** A true and correct copy of excerpts of MIDFLORIDA Credit Union's Overdraft Agreement and Disclosure. (*See* McCune Decl., ¶ 20, Ex. 14.) Judicial notice is appropriate because the accuracy of the documents may be readily determined from sources whose accuracy cannot be reasonably questioned, as they are published on, and were retrieved

from MIDFLORIDA Credit Union's own website at: <https://www.midflorida.com/terms-and-conditions/overdraft-agreement/>, last viewed on January 28, 2020.

**Exhibit 15:** A true and correct copy of excerpts of Point Loma Credit Union's Courtesy Pay Disclosure. (*See* McCune Decl., ¶ 21, Ex. 15.) Judicial notice is appropriate because the accuracy of the documents may be readily determined from sources whose accuracy cannot be reasonably questioned, as they are published on, and were retrieved from Point Loma Credit Union's own website at: <https://www.plcu.com/learn/disclosures/courtesy-pay>, last viewed on January 28, 2020.

**Exhibit 16:** A true and correct copy of excerpts of State Employees Credit Union of Maryland's Terms and Conditions. (*See* McCune Decl., ¶ 22, Ex. 16.) Judicial notice is appropriate because the accuracy of this document may be readily determined from sources whose accuracy cannot be reasonably questioned, as they are published on, and were retrieved from, State Employees Credit Union of Maryland's own website at: [https://www.secumd.org/-/media/Disclosures/SECU/account-opening/Deposit Account Agreement.ashx](https://www.secumd.org/-/media/Disclosures/SECU/account-opening/Deposit_Account_Agreement.ashx), last viewed on January 28, 2020.

**Exhibit 17:** A true and correct copy of excerpts of JP Morgan Chase's A Guide to Your Account. (*See* McCune Decl., ¶ 23, Ex. 17.) Judicial notice is appropriate because the accuracy of this document may be readily determined from sources whose accuracy cannot be reasonably questioned, as they are published on, and were retrieved from, JP Morgan Chase's own website at: [https://www.chase.com/content/dam/chasecom/en/checking/documents/clear\\_simple\\_guide\\_total.pdf](https://www.chase.com/content/dam/chasecom/en/checking/documents/clear_simple_guide_total.pdf), last viewed on January 28, 2020.

In the event that the Court determines Defendant's Motion to Dismiss, pursuant to Rule 12(b)(6) of the Federal Rules of Civil Procedure, should be converted into a motion for summary judgment, pursuant to Rule 56, Plaintiff's respectfully request that they be afforded the opportunity to conduct discovery, including written discovery and depositions of Defendant under Rule 30(b)(6) prior to having to oppose such motion.

Dated: January 28, 2020

Respectfully submitted,

/s/ Richard D. McCune

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Attorneys for Plaintiffs and the Putative Class

**CERTIFICATE OF SERVICE**

I certify that on January 28, 2020, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send a notice of electronic filing to all CM/ECF participants in the above-referenced matter.

/s/ Richard D. McCune  
Richard D. McCune